

EXHIBIT A

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21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
22 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

23 MICHAEL JOHN VENTRONE,

24 Plaintiff,

25 vs.

26 AMAZON.COM, INC., AMAZON
27 COM SERVICES, INC., AMAZON
28 LAX5, AMAZON LGB6, GOLDEN
STATE FC, LLC, LESLIE JONES,
SARAH MARTINEZ, and DOES 1 to
100, inclusive,

29 Defendants.

30 Case No.: 22STCV30445

31 **PLAINTIFF MICHAEL JOHN**
32 **VENTRONE'S COMPLAINT FOR**
33 **DAMAGES FOR:**

34 (1) **DISCRIMINATION ON THE BASIS**
35 **OF VETERAN OR MILITARY**
36 **STATUS IN VIOLATION OF FEHA;**

37 (2) **HARASSMENT ON THE BASIS OF**
38 **VETERAN OR MILITARY STATUS**
39 **IN VIOLATION OF FEHA;**

40 (3) **RETALIATION ON THE BASIS OF**
41 **VETERAN OR MILITARY STATUS**
42 **IN VIOLATION OF FEHA;**

43 (4) **DISCRIMINATION ON THE BASIS**
44 **OF DISABILITY IN VIOLATION OF**
45 **FEHA;**

46 (5) **HARASSMENT ON THE BASIS OF**
47 **DISABILITY IN VIOLATION OF**
48 **FEHA;**

- (6) RETALIATION ON THE BASIS OF DISABILITY IN VIOLATION OF FEHA;**
- (7) FAILURE TO PREVENT DISCRIMINATION, HARASSMENT, AND RETALIATION IN VIOLATION OF FEHA;**
- (8) WHISTLE-BLOWER RETALIATION IN VIOLATION OF LABOR CODE § 1102.5;**
- (9) WRONGFUL TERMINATION OF EMPLOYMENT IN VIOLATION OF PUBLIC POLICY;**
- (10) INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS;**

DEMAND FOR JURY TRIAL

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1 Plaintiff, Michael John Ventrone, alleges, on the basis of personal knowledge
2 and/or information and belief:

3

4 **SUMMARY**

5 This is an action by plaintiff, Michael John Ventrone (“plaintiff” or “Ventrone”),
6 against defendants Amazon.com, Inc. (“Amazon”), Amazon Com Services, Inc.
7 (“Amazon Services”), Amazon LAX5 (“Amazon LAX5”), Amazon LGB6 (“Amazon
8 LGB6”), and Golden State FC, LLC (“Golden State”). Plaintiff Ventrone—a disabled
9 veteran who was enlisted in the United States military for more than 25 years—sought
10 and obtained employment with defendants after the conclusion of his military career and
11 as a United States veteran. Defendants, after originally providing Ventrone with
12 employment, illegally discharged him and refused to rehire him in any position.
13 Ventrone’s military service, veteran status, and disabilities and complaints about
14 harassment and discrimination were substantial motivating reasons for all of the adverse
15 employment actions. Plaintiff brings this action against all defendants for economic,
16 non-economic, compensatory, and punitive damages pursuant to Civil Code section
17 3294, pre-judgment interest pursuant to Code of Civil Procedure section 3291, and costs
18 and reasonable attorneys’ fees pursuant to Government Code section 12965(b) and Code
19 of Civil Procedure section 1021.5.

20

21 **PARTIES**

22 1. *Plaintiff*: Plaintiff Ventrone is, and at all times mentioned in this Complaint
23 was, a resident of the State of California.

24 2. *Defendants*: Defendants Amazon, Amazon Services, Amazon LAX5, Amazon
25 LGB6, and Golden State are, and at all times mentioned in this Complaint were,
26 authorized to operate by the State of California and the United States government and
27 authorized and qualified to do business in the County of Los Angeles. Defendants’
28 places of business, where the following causes of action took place, were and are in the

1 County of Los Angeles, at 6400 Valley View Street, Buena Park, California 90602, and
 2 in the County of Riverside, at 20901 Krameria Avenue, Riverside, California 92508.¹
 3 Defendant Leslie Jones (“defendant” or “Jones”) is, and at all times mentioned in this
 4 Complaint was, a supervisor with defendants. Defendant Jones is, and at all times
 5 mentioned in this Complaint was, a resident of the State of California. Defendant Sarah
 6 Martinez (“defendant” or “Martinez”) is, and at all times mentioned in this Complaint
 7 was, a supervisor with defendants. Defendant Martinez is, and at all times mentioned in
 8 this Complaint was, a resident of the State of California.

9 3. *Doe defendants:* Defendants Does 1 to 100, inclusive, are sued under fictitious
 10 names pursuant to Code of Civil Procedure section 474. Plaintiff is informed and be-
 11 lieves, and on that basis alleges, that each of the defendants sued under fictitious names is
 12 in some manner responsible for the wrongs and damages alleged below, in so acting was
 13 functioning as the agent, servant, partner, and employee of the co-defendants, and in tak-
 14 ing the actions mentioned below was acting within the course and scope of his or her auth-
 15 ority as such agent, servant, partner, and employee, with the permission and consent of the
 16 co-defendants. The named defendants and Doe defendants are sometimes hereafter re-
 17 ferred to, collectively and/or individually, as “defendants.”

18 4. *Relationship of defendants:* All defendants compelled, coerced, aided, and/or
 19 abetted the discrimination, retaliation, and harassment alleged in this Complaint, which
 20 conduct is prohibited under California Government Code section 12940(i). All defen-
 21 dants were responsible for the events and damages alleged herein, including on the fol-
 22 lowing bases: (a) defendants committed the acts alleged; (b) at all relevant times, one or
 23 more of the defendants was the agent or employee, and/or acted under the control or
 24 supervision, of one or more of the remaining defendants and, in committing the acts
 25 alleged, acted within the course and scope of such agency and employment and/or is or

26
 27 1 Notably, plaintiff Michael Ventrone also applied for jobs with defendants in the County of
 28 San Diego after experiencing months of harassment and retaliation but said applications appear
 to have never been processed and plaintiff Ventrone was never offered employment at said
 locations.

1 are otherwise liable for plaintiff's damages; (c) at all relevant times, there existed a unity
2 of ownership and interest between or among two or more of the defendants such that any
3 individuality and separateness between or among those defendants has ceased, and de-
4 fendants are the alter egos of one another. Defendants exercised domination and control
5 over one another to such an extent that any individuality or separateness of defendants
6 does not, and at all times herein mentioned did not, exist. Adherence to the fiction of the
7 separate existence of defendants would permit abuse of the corporate privilege and
8 would sanction fraud and promote injustice. All actions of all defendants were taken by
9 employees, supervisors, executives, officers, and directors during employment with all
10 defendants, were taken on behalf of all defendants, and were engaged in, authorized, rati-
11 fied, and approved of by all other defendants.

12 5. Defendants Amazon, Amazon Services, Amazon LAX5, Amazon LGB6, and
13 Golden State both directly and indirectly employed plaintiff Ventrone, as defined in the
14 Fair Employment and Housing Act ("FEHA") at Government Code section 12926(d).

15 6. In addition, defendants Amazon, Amazon Services, Amazon LAX5, Amazon
16 LGB6, and Golden State compelled, coerced, aided, and abetted the discrimination,
17 which is prohibited under California Government Code section 12940(i).

18 7. Finally, at all relevant times mentioned herein, all defendants acted as agents of
19 all other defendants in committing the acts alleged herein.

21 VENUE

22 8. All actions at issue in this case occurred in the State of California, in both the
23 County of Los Angeles and the County of Riverside. Under the California Fair Employ-
24 ment and Housing Act, this case can alternatively, at plaintiff's choice, be filed in one of
25 four locations, including "in the county in which the aggrieved person would have
26 worked . . . but for the alleged unlawful practice . . ." Cal. Gov. Cd. § 12965(b)
27 (emphasis added).

28 9. In the present action, plaintiff Michael Ventrone would have worked in the

1 County of Los Angeles but for the unlawful discrimination described in detail below.
2 Specifically, Ventrone would have worked at 6400 Valley View Street, Buena Park,
3 California 90602, in the position of operations manager, but for the retaliatory and
4 discriminatory refusal of employment to him there on or about September 10, 2022.
5

6 FACTS COMMON TO ALL CAUSES OF ACTION

7 10. *Plaintiff's hiring:* Michael John Ventrone began working for Amazon on
8 January 11, 2021, as an L6 operations manager. General manager defendant Jones hired
9 him.

10 11. *Plaintiff's job performance:* Ventrone was subject to monthly performance
11 reviews and received good scores and no write-ups.

12 12. *Plaintiff's protected status and activity:*

13 a. Plaintiff is a veteran of the United States Marine Corps.
14 b. Plaintiff suffers from a disability, post-traumatic stress disorder (PTSD),
15 which affects his day-to-day activities because he can be triggered by the way people
16 treat him, as well as by smells and sounds.

17 c. During his employment with defendants, plaintiff raised concerns about
18 work place safety.

19 13. *Defendants' adverse employment actions and behavior:*

20 a. Ventrone served in the U.S. Marine Corps for 26 years, from 1993 to June
21 1, 2019. He is a retired Marine Corps officer who is on the retired inactive ready reserve
22 (IRR) list; that means that he can be recalled if needed. During his time in the Marines,
23 Ventrone was known as "Gunner." A gunner in the Marines specializes in weapons
24 tactics. There are only 20 who are alive and on active duty. Ventrone was the runner-up
25 for a leadership award in 2009 and was a celebrity in the military. When he began to
26 work at Amazon, other employees who were also veterans recognized him and would
27 call him "Gunner" at work.

28 ///

1 b. In 2006, Ventrone was diagnosed with post-traumatic stress disorder
2 (PTSD), which affects his day-to-day activities because he can be triggered by the way
3 people treat him. He is also triggered by smells and sounds. In 2017 and 2018,
4 Ventrone sustained a traumatic brain injury in war, and it affects his day-to-day activities
5 because it affects his ability to process information and communication. Ventrone has to
6 take a lot of notes, and it takes him a while to read things ahead of time. He also has
7 physical limitations, which include chronic headaches, migraines, chronic pain (diag-
8 nosed in 2018), and insomnia. On his employment application, Ventrone disclosed that
9 he was a veteran with disabilities. He never called off work because of his disabilities.

10 c. Ventrone had to go to weekly doctors' appointments at the VA for pain
11 therapy on Mondays and shots in his head on Wednesdays, but he was always responsi-
12 ble. If he knew that he had an appointment that was going to interfere with his work, he
13 notified his direct supervisor, Nythia Rodriguez ("Rodriguez"), ahead of time. Overall,
14 Ventrone believed that Rodriguez was supportive and sympathetic.

15 d. On March 4, 2021, defendant Jones told Ventrone, "You're a veteran. Vet-
16 erns don't make it there." Ventrone replied, "Oh." He learned that he was replacing a
17 veteran who had lasted only a few months at Amazon.

18 e. L4 area manager Abraham Gonzales, who reported to Ventrone, was the
19 only one on Ventrone's managers team who had not been in the military. In the begin-
20 ning of April, 2021, the managers came to Ventrone and told him that they had created a
21 fake promotion to make Gonzales feel better and as if he were part of the team. He was
22 feeling left out, as the others all had a bond because of their military background. The
23 next day, Rodriguez came into the conference room and asked, "What is this?"
24 Ventrone asked her, "What is it? I can't see it." Rodriguez almost threw it at him. It
25 was the fake promotion paper that they gave Gonzales. Ventrone said, "Yeah, we helped
26 Abraham. We did a promotion to make him feel better." Rodriguez said, "We're not in
27 the military here." Ventrone asked, "Are you serious?" Rodriguez told him, "Mike,
28 you're too militaristic." Ventrone responded, "You're telling me I can't be what I am

1 because of my culture? As a woman, you can't be a leader because you're a woman. I
 2 don't believe that, but that's what you said to me, to stop being who you are." Rodriguez took a step back. Ventrone had thought that she was an advocate. When he
 3 explained it to her, she saw that he was not rude, but just direct.

4 f. Ventrone began to have issues with Gonzales. He did not have the leader-
 5 ship skills to be an area manager. Gonzales carried himself like the richest person in the
 6 world; he had a hard time relating to the associates who were of different races and had
 7 different upbringings. Ventrone wanted to help him improve his leadership, so, in May
 8 of 2021, he put Gonzales on a performance improvement plan (PIP). His performance
 9 was in the lowest 3% of all of Amazon in safety and communication. Gonzales seemed
 10 to understand at first when Ventrone told him about his PIP. Ventrone followed up with
 11 him to help him improve, and he did improve while he was under Ventrone's guidance.
 12 Once he was out of Ventrone's guidance, he did not do very well. Amazon wanted to
 13 offer Gonzales a severance package. Ventrone advised Gonzales that instead of taking
 14 the severance he should move to a different department and that he knew he would be
 15 good in other areas. Ventrone told him this because, if Gonzales took the severance, he
 16 would not be rehirable. Gonzales did start to look for other opportunities in other depart-
 17 ments. In June and July of 2021, Ventrone began to hear from manager Daniel Davis
 18 and other managers that Gonzales was saying, "Mike is too direct. He's firm." Gonzales was jealous of the bond Ventrone had with all of the other managers because
 19 he was the only one who did not have a military background. During that same time,
 20 Ventrone found out that Gonzales was going against what he was saying and not follow-
 21 ing his orders. Rodriguez told Ventrone, "Hey, this is what Abraham is telling them
 22 [employees]." Ventrone told Rodriguez to talk to the other managers, who could tell her
 23 that he was saying the opposite of what he supposedly was saying.

24 g. In August of 2021, L7 supervisor Paul Boughen approached Ventrone and
 25 told him, "Hey, man, they don't understand veterans here. I just hide it; I don't tell
 26 people. Sometimes during interviews, they say things, and I know they are lying."

1 Boughen was trying to say that defendants are not supportive of veterans. Ventrone told
 2 him, "These people have you beat down. You should be an advocate because they have
 3 to know you're our senior guy."

4 ///

5 h. In August of 2021, a couple of Ventrone's friends who were also veterans
 6 killed themselves, and Ventrone was going through a rough time. Rodriguez asked him
 7 how he was doing. She knew that this was a hard time for him because there were others
 8 with military backgrounds who were going through the same thing. Ventrone told her
 9 that he had dealt with his PTSD and spoke to her about his disabilities. Rodriguez said,
 10 "I am sorry." Ventrone thought that she did not know what to say. He believed that she
 11 was sympathetic to and supportive of his situation. He felt as if he were treated differ-
 12 ently because he was a veteran, not specifically because of his disabilities.

13 i. In February of 2021, a conveyor belt that pushes merchandise was missing a
 14 part called a little jimmy. This can be a safety concern because, without it, if an em-
 15 ployee leans across, his vest can get stuck, he can get sucked in, and that can cause a
 16 severe injury. Ventrone has a background in OSHA safety, and he knew more about
 17 safety than anyone else there. He told Rodriguez about the conveyor belt problem, and
 18 she said, "I'll look into it." Ventrone followed up with her in March of 2021, and she
 19 said that she was still looking into it. In April or May of 2021, Ventrone told L4 safety
 20 specialist Kyrone Horn about the problem, and they created a report of it. Horn agreed
 21 with Ventrone.

22 j. Ventrone believed that there was a reason defendants did not fix the con-
 23 veyor belt problem. He continued to bring it up with the managers' board (people who
 24 work on the dock) every week. Ventrone always wrote on line 10 or 11, "*conveyor belt*
 25 *dangerous.*" He brought it up once a week, during meetings, when Rodriguez asked if
 26 there was anything anyone wanted to bring up. Ventrone would say, "*The conveyor belt*
 27 *is dangerous.*" Rodriguez would respond, "Noted." In August and September of 2021,
 28 Rodriguez told Ventrone that defendant Jones said, "*It's too expensive to fix.*" Ventrone

1 told her, “*If you kill someone or hurt someone, it’s going to be worse.*” He continued to
 2 bring up the issue, but it was never addressed.

3 k. In February of 2021, Ventrone observed that defendants’ human resources
 4 department was not manning its desk when it was supposed to. Ventrone worked the
 5 night shift, and he noticed that HR was not present during the shift. He believed that this
 6 was a safety concern because, when night employees needed to take time off, HR needed
 7 to take care of it. It created a distraction for him, and he had to take care of these things.

8 l. In March of 2021, Ventrone began to raise safety concerns. He told his
 9 manager that it was a safety concern that HR was not present for the night shift.
 10 Rodriguez said, “We are going to look into it and bring it up.” HR representative defen-
 11 dant Martinez followed up with Ventrone about this. It was supposed to be a one-hour
 12 meeting, but Ventrone cut it short. Martinez said, “We’re not having HR people work
 13 nights.” Ventrone tried to ask for one or two days during the week, but Martinez said,
 14 “No, the night team has never needed it before.” Ventrone said, “It’s Amazon policy.”
 15 Martinez did not want to find a solution to the problem, so Ventrone decided to cut the
 16 meeting short. He continued to bring up the issue once or twice a month with his boss,
 17 Rodriguez, and with defendant Jones. He kept bringing it up until his employment was
 18 terminated. He was always told, “We are going to look into it.” Ventrone knew that it
 19 was company policy to have an HR representative present during the night shift.

20 m. In April or May of 2021, an industrial truck (a pitt) hit something, and the
 21 driver (Ventrone did not recall who the employee was) stayed there until Ventrone was
 22 called over. He asked the driver if he were all right. Ventrone and senior safety repre-
 23 sentative Donna Roman tried to identify the issue that had caused the incident. They
 24 wanted to investigate to see if it were something other than the employee’s fault.
 25 Ventrone found that it was an issue with the training. Before making a safety complaint,
 26 he decided to take it up with the manager in charge of this associate, L6 safety represen-
 27 tative Jim King. Ventrone told King, “I saw deficiencies with your staff.” Kim
 28 responded, “I’ll look into it. We don’t have time for that.” Ventrone saw that King was

1 not going to do anything about it, so he decided to file a complaint with the HR department,
2 stating that he had identified an issue with training. He told HR that the training
3 needed to be improved. HR decided to provide training to help with the issue. After
4 Ventrone submitted his complaint about training, King would not communicate with him
5 except through his subordinates. King quickly got frustrated with Ventrone.

6 n. In July of 2021, during prime week, Ventrone began to experience issues
7 with HR, specifically Veronica Ramirez. HR asked what everyone wanted for prime
8 week on the manager board. Ventrone wrote, "*I want HR to stay nighttime.*" He told
9 the HR department that he wrote that, and they laughed about it; however, Ramirez did
10 not think it was funny. She got upset and erased it from the board. After she did that,
11 everyone started to put it up there. During that same month, Ramirez's shift overlapped
12 with Ventrone's. She would walk around the site, enforcing rules that Ventrone believed
13 were not right. Ventrone allowed employees to bring their water onto the floor.
14 Ramirez began to enforce a rule against it. She told the employees that they were not
15 allowed food or drinks in the work area.

16 o. July was a busy month for Ventrone, and he had the authority to pull others
17 from different departments for the outbound department to ensure that customers got
18 their packages on time. Ventrone would pull employees from every department; he
19 would pull from the HR department last when necessary. Ramirez did not like this and
20 always refused to help Ventrone. She would say, "I can't help you." Ventrone told her,
21 "Hey, I need help. I am pulling managers from Pat before I went around and asked HR.
22 I asked everyone else to come help." Ventrone told Rodriguez that Ramirez did not
23 want to help him, and she did not like it. Rodriguez, who knew that Ventrone had the
24 right to pull employees from different departments, told him that she would talk to
25 Ramirez about it.

26 p. In November and December of 2021, Ramirez's department's associates
27 were passing out candy on the floor, against policy. Ventrone had to get an L8 supervisor
28 involved, but the supervisor sided with Ramirez. Ventrone believes that this was

1 because he was asking to have HR work the night shift.

2 q. At the end of November or December, 2021, Ventrone learned that HR was
 3 supposed to have someone at the desk 30 minutes before the shift started and 30 minutes
 4 after the shift ended. HR was not there at night, and that violated company policy.
 5 Ventrone brought this up with Rodriguez and showed her the policy. Rodriguez said,
 6 “These policies are not signed.” Ventrone said, “They don’t need to be signed. They are
 7 in the primary policy folders that everyone uses.” Rodriguez just looked at him and
 8 started talking about something different. Ventrone believes that his safety complaints
 9 had something to do with the termination of his employment.

10 r. In November of 2021, HR said that everyone on the shift was going to leave
 11 two hours early. Ventrone had a problem with this because of the number of packages
 12 they had. He told the HR department and Ramirez, “I need you to stop telling them
 13 about leaving early.” Ramirez asked, “Who are you?” Ventrone said, “I am in charge. I
 14 am the site lead.” Ramirez told him, “We don’t take our orders from you.” Ventrone
 15 asked Ramirez to tell the employees not to leave. After the meeting, he walked to the
 16 HR department and said, “Hey, it’s hard to tell, but I am not upset; it has nothing to do
 17 with you guys.”

18 s. In December of 2021, an inbound associate (unknown name) had the same
 19 schedule as Ventrone’s department. Everyone has the same break and lunch schedule.
 20 Of all of the associates, he was the only one who was taking different breaks. Ventrone
 21 told him this. This associate brought up the California law, but Ventrone had already
 22 identified the laws. Ventrone thought the associate was a know-it-all. He continued to
 23 try to go to lunch, claiming that it was the law. Ventrone thought he had the attitude of
 24 someone wanting to fight. He told the associate, “I have been here in management a
 25 year now, and I have been in the military for 26 years. This is how it is. If you want to
 26 go to HR, I can walk you to HR.” The employee decided to go up to the station instead.
 27 It seemed as if he were backing off. Ventrone found out that HR was telling him the
 28 wrong time, and that was causing confusion.

t. On December 16, 2021, when Ventrone restarted his computer, he saw a note on his slack chat that Joshua Abramson, L6 loss prevention, whom Ventrone had never met before, said he needed to talk to him. Ventrone agreed to talk to him after he got set up, as he had just started his day. At 8:00 p.m., Ventrone called Abramson, who identified himself as a loss prevention representative and said, “On December 6, 2021, someone filed a complaint to [sic] HR against you. Were you rude to an associate via messenger app?” Ventrone knew what he was talking about. He asked, “This is HR, isn’t it?” Abramson told him, “I can’t say.” Ventrone said, “I know it is.” Abramson also brought up the incident with the associate in inbound. Ventrone told him, “He was squaring off with me.” Abramson asked, “How do you know?” Ventrone responded, “Before I was in the Marine Corps, I can tell when someone is squaring off with me.” Abramson asked, “Did you say that to intimidate him? You were telling him you were in the Marines for 26 years.” Ventrone said, “No, I just told him about my previous job. Do you not tell people about your past jobs?” Ventrone believed that the incident had to do with his veteran status. Abramson asked, “Do you consider yourself intimidating?” Ventrone replied, “The girl [sic] who took the picture of me there [at Amazon for ID purposes], she said she wouldn’t have talk to me because she thought I was in a biker gang. I work out. I am 200-some pounds. People think I am intimidating.” Abramson said that he was going to continue investigating this. Ventrone called Rodriguez to tell her that Abramson had called him and that he thought it was discrimination. He said, “This is retaliation because I’ve identified that they’re not doing their job, and they are making a joke about it. I’ll be looking to submit my complaint outside of L6.” Rodriguez responded, “Thanks for the communication.”

u. On December 22, 2021, during Amazon's peak season, HR was working the night shift. Ventrone noticed the difference and saw that it was working. He asked Rodriguez, "Why can't we keep doing this in January and February?" Rodriguez agreed with Ventrone, but she did not do anything. Ventrone's employment was terminated the next day.

14. *Defendants' termination of plaintiff's employment:*

2 a. On December 22, 2021, when Ventrone got to work, Rodriguez told him
 3 that she needed him to open the warehouse because it was New Year's Eve. Ventrone
 4 agreed, and Rodriguez told him, "Tomorrow I will teach you how to do it."

5 b. On December 23, 2021, Rodriguez advised Ventrone that the investigation
 6 results had come back and asked if he wanted to talk about them. Ventrone said, "No I
 7 want to learn from it. I want to come in." He walked into the conference room, sat
 8 down, and sent Rodriguez a message to tell her that he was there. Before he met with
 9 them, Ventrone could see that Rodriguez was talking to defendant Martinez in what
 10 seemed like a heated conversation. Martinez then walked into the room and told
 11 Ventrone to put down his laptop. Martinez and Rodriguez sat in front of him, not mak-
 12 ing eye contact. Rodriguez, reading from a paper, said that the investigation had found
 13 that Ventrone had "an aggressive posture and aggressive communication" and that his
 14 employment was terminated, effective immediately. Ventrone asked if he could have a
 15 copy of the paper Rodriguez was reading from, but she refused. Martinez told Ventrone
 16 to turn in his computer. Ventrone thanked them for the opportunity to work at Amazon,
 17 but added that he believed this was discrimination. Martinez responded, "You were rude
 18 on slack."

19 c. After Ventrone's employment was terminated, he sent an e-mail to
 20 Amazon's ethics department, stating that he wanted to file a complaint. He never
 21 received a response. On December 23, 2021, Abramson sent Ventrone an e-mail stating
 22 that he was fired because he had "violated Amazon policy or standards of conduct."

15. *Defendants' failure to hire plaintiff:*

24 a. Following months of debilitating emotional distress resulting from the dis-
 25 criminatory and retaliatory wrongful termination of his employment, plaintiff Ventrone
 26 re-applied for employment with defendants, seeking to regain his position under what he
 27 hoped would be unbiased managers. Specifically, in September of 2022, Ventrone ap-
 28 plied for positions at other facilities that defendants owned and operated.

1 b. Shortly thereafter, defendants refused Ventrone employment for
 2 discriminatory and retaliatory reasons, specifically because of his veteran status, military
 3 history, and disabilities.

4 16. *Non-economic damages:* As a result of his termination and the failure to hire
 5 him, plaintiff Ventrone has suffered extreme emotional distress, insomnia and weight
 6 loss and depression.

7 17. *Economic damages:* As a consequence of defendants' conduct, plaintiff has
 8 suffered and will suffer harm, including lost past and future income and employment
 9 benefits, damage to his career, and lost wages, overtime, unpaid expenses, and penalties,
 10 as well as interest on unpaid wages at the legal rate from and after each payday on which
 11 those wages should have been paid, in a sum to be proven at trial.

12 18. *Non-economic damages:* As a consequence of defendants' conduct, plaintiff
 13 has suffered and will suffer psychological and emotional distress, humiliation, and men-
 14 tal and physical pain and anguish, in a sum to be proven at trial.

15 19. *Punitive damages:* Defendants' conduct constitutes oppression, fraud, and/or
 16 malice under California Civil Code section 3294 and, thus, entitles plaintiff to an award
 17 of exemplary and/or punitive damages.

18 a. *Malice:* Defendants' conduct was committed with malice within the mean-
 19 ing of California Civil Code section 3294, including that (a) defendants acted with intent
 20 to cause injury to plaintiff and/or acted with reckless disregard for plaintiff's injury, in-
 21 cluding by terminating plaintiff's employment and/or taking other adverse job actions
 22 against plaintiff because of his veteran or military status, disability, and/or good faith
 23 complaints, and/or (b) defendants' conduct was despicable and committed in willful and
 24 conscious disregard of plaintiff's rights, health, and safety, including plaintiff's right to
 25 be free of discrimination, harassment, retaliation, and wrongful employment termination.

26 b. *Oppression:* In addition, and/or alternatively, defendants' conduct was
 27 committed with oppression within the meaning of California Civil Code section 3294,
 28 including that defendants' actions against plaintiff because of his veteran or military

status, disability, and/or good faith complaints were “despicable” and subjected plaintiff to cruel and unjust hardship, in knowing disregard of plaintiff’s rights to a work place free of discrimination, harassment, retaliation, and wrongful employment termination.

c. *Fraud*: In addition, and/or alternatively, defendants' conduct, as alleged, was fraudulent within the meaning of California Civil Code section 3294, including that defendants asserted false (pretextual) grounds for terminating plaintiff's employment and/or other adverse job actions, thereby to harm plaintiff and deprive him of legal rights.

20. *Attorneys' fees:* Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.

21. *Exhaustion of administrative remedies:* Prior to filing this action, plaintiff exhausted his administrative remedies by filing a timely administrative complaint with the California Department of Civil Rights (“CDCR”) and receiving a right-to-sue letter, true and correct copies which are attached as **Exhibit 1** hereto.

FIRST CAUSE OF ACTION

(Discrimination on the Basis of Veteran or Military Status (Government Code § 12900, *et seq.*)—Against Defendants Amazon, Amazon Services, Amazon LAX5, Amazon LGB6, Golden State, and Does 1 to 100, Inclusive)

22. The allegations set forth in the preceding paragraphs are re-alleged and incorporated herein by reference.

23. At all times herein mentioned, FEHA, Government Code section 12940(a), *et seq.*, was in full force and effect and was binding on defendants. This statute requires defendants to refrain from discriminating against any employee because of the employee's veteran or military status.

24. Plaintiff's veteran or military status and/or other characteristics protected by FEHA, Government Code section 12900, *et seq.*, were motivating factors in defendants'

1 decision to terminate plaintiff's employment, not to retain, hire, or otherwise employ
2 plaintiff in any position, to harass plaintiff, and/or to take other adverse job actions
3 against plaintiff, including refusing to rehire plaintiff in September of 2022 for
4 discriminatory and retaliatory reasons, specifically because of his veteran status, military
5 history, and disabilities.

6 25. As a proximate result of defendants' willful, knowing, and intentional discrimi-
7 nation against plaintiff, plaintiff has sustained and continues to sustain substantial losses
8 of earnings and other employment benefits.

9 26. As a proximate result of defendants' willful, knowing, and intentional discrimi-
10 nation against plaintiff, plaintiff has suffered and continues to suffer humiliation, emo-
11 tional distress, and mental and physical pain and anguish, all to his damage in a sum
12 according to proof.

13 27. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
14 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-
15 able attorneys' fees and costs (including expert costs) in an amount according to proof.

16 28. Defendants' discrimination was committed intentionally, in a malicious, fraudu-
17 lent, and/or oppressive manner, and this entitles plaintiff to punitive damages against
18 defendants.

19

20 **SECOND CAUSE OF ACTION**

21 **(Hostile Work Environment Harassment on the**
22 **Basis of Veteran or Military Status (Government Code § 12900,**
23 ***et seq.*)—Against Defendants Amazon, Amazon Services,**
24 **Amazon LGB6, Golden State, Jones, Martinez and Does 1 to**
25 **100, Inclusive)**

26 29. The allegations set forth in the preceding paragraphs are re-alleged and incorpo-
27 rated herein by reference.

28 30. At all times herein mentioned, FEHA, Government Code section 12940(j)(1),

1 *et seq.*, was in full force and effect and was binding on defendants. This statute requires
2 defendants to refrain from harassing any employee because of that employee's veteran or
3 military status or other protected characteristics.

4 31. Plaintiff was subjected to harassing conduct through a hostile work environ-
5 ment, in whole or in part on the bases of plaintiff's veteran or military status or other
6 protected characteristics, in violation of Government Code sections 12940(j) and 12923.
7 This included defendants' refusal to rehire plaintiff in September of 2022 for
8 discriminatory and retaliatory reasons, specifically because of his veteran status, military
9 history, and disabilities.

10 32. Pursuant to Government Code section 12923(b), a single incident of harassing
11 conduct is sufficient to create a hostile work environment if the harassing conduct has
12 unreasonably interfered with plaintiff's work performance or created an intimidating,
13 hostile, or offensive working environment.

14 33. As a proximate result of defendants' willful, knowing, and intentional harass-
15 ment of plaintiff, plaintiff has sustained and continues to sustain substantial losses of
16 earnings and other employment benefits.

17 34. As a proximate result of defendants' willful, knowing, and intentional harass-
18 ment of plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional
19 distress, and mental and physical pain and anguish, all to his damage in a sum according
20 to proof.

21 35. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
22 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-
23 able attorneys' fees and costs (including expert costs) in an amount according to proof.

24 36. Defendants' harassment was committed intentionally, in a malicious, fraudu-
25 lent, and/or oppressive manner, and this entitles plaintiff to punitive damages against
26 defendants.

27 ///

28 ///

THIRD CAUSE OF ACTION

(Retaliation for Engaging in Protected Activity

(Government Code § 12900, *et seq.*)—Against

Defendants Amazon, Amazon Services, Amazon LAX5,

Amazon LGB6, Golden State and Does 1 to 100, Inclusive)

37. The allegations set forth in the preceding paragraphs are re-alleged and incorporated herein by reference.

38. At all times herein mentioned, FEHA, Government Code section 12940(h), *et seq.*, was in full force and effect and was binding on defendants. This statute requires defendants to refrain from retaliating against any employee for making complaints of or opposing discrimination, harassment, or retaliation or otherwise engaging in activity protected by FEHA, including for seeking to exercise rights guaranteed under FEHA and/or for assisting or participating in an investigation, opposing defendants' failure to provide rights, including the right to assist or participate in an investigation, or opposing defendants' failure to provide rights, including the right to complain and the right to assist in a lawsuit, and the right to be free of retaliation, in violation of Government Code section 12940(h).

39. Plaintiff's seeking to exercise rights guaranteed under FEHA and/or opposing defendants' failure to provide such rights, including the right to be free of discrimination, harassment, and retaliation in violation of Government Code section 12940(h), were substantial motivating reasons for defendants' decision to terminate plaintiff's employment, not to retain, hire, or otherwise employ plaintiff in any position, and/or to take other adverse employment actions against plaintiff, including refusing to rehire plaintiff in September of 2022 for discriminatory and retaliatory reasons, specifically because of his veteran status, military history, and disabilities.

40. As a proximate result of defendants' willful, knowing, and intentional retaliation against plaintiff, plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits.

41. As a proximate result of defendants' willful, knowing, and intentional retaliation against plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

42. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

43. Defendants' retaliation was committed intentionally, in a malicious, fraudulent, and/or oppressive manner, and this entitles plaintiff to punitive damages against defendants.

FOURTH CAUSE OF ACTION

(Discrimination on the Basis of Disability

**(Government Code § 12900, *et seq.*)—Against
Defendants Amazon, Amazon Services, Amazon LAX5,
Amazon LGB6, Golden State and Does 1 to 100, Inclusive)**

44. The allegations set forth in the preceding paragraphs are re-alleged and incorporated herein by reference.

45. At all times herein mentioned, FEHA, Government Code section 12940, *et seq.*, was in full force and effect and was binding on defendants. This statute requires defendants to refrain from discriminating against any employee because the employee has an actual, perceived, and/or history of disability.

46. Plaintiff's disability and/or other characteristics protected by FEHA, Government Code section 12900, *et seq.*, were motivating factors in defendants' decision to terminate plaintiff's employment, not to retain, hire, or otherwise employ plaintiff in any position, to harass plaintiff, and/or to take other adverse job actions against plaintiff, including refusing to rehire plaintiff in September of 2022 for discriminatory and retaliatory reasons, specifically because of his veteran status, military history, and disabilities.

47. As a proximate result of defendants' willful, knowing, and intentional discrimination against plaintiff, plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits.

48. As a proximate result of defendants' willful, knowing, and intentional discrimination against plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

49. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

50. Defendants' discrimination was committed intentionally, in a malicious, fraudulent, and/or oppressive manner, and this entitles plaintiff to punitive damages against defendants.

FIFTH CAUSE OF ACTION

**(Hostile Work Environment Harassment on the Basis
of Disability (Government Code § 12900, *et seq.*)—
Against Defendants Amazon, Amazon Services,
Amazon LGB6, Golden State, Jones, Martinez and Does 1
to 100, Inclusive)**

51. The allegations set forth in the preceding paragraphs are re-alleged and incorporated herein by reference.

52. At all times herein mentioned, FEHA, Government Code section 12940, *et seq.*, was in full force and effect and was binding on defendants. This statute requires defendants to refrain from harassing any employee because of that employee's military status, veterans status and/or disability and/or other protected characteristics.

53. Plaintiff was subjected to harassing conduct through a hostile work environment, in whole or in part on the bases of plaintiff's disability or other protected character-

1 teristics, in violation of Government Code sections 12940(j) and 12923. This includes
2 defendants' refusal to rehire plaintiff in September of 2022 for discriminatory and
3 retaliatory reasons, specifically because of his veteran status, military history, and
4 disabilities.

5 54. Pursuant to Government Code section 12923(b), a single incident of harassing
6 conduct is sufficient to create a hostile work environment if the harassing conduct has
7 unreasonably interfered with plaintiff's work performance or created an intimidating,
8 hostile, or offensive working environment.

9 55. As a proximate result of defendants' willful, knowing, and intentional harass-
10 ment of plaintiff, plaintiff has sustained and continues to sustain substantial losses of
11 earnings and other employment benefits.

12 56. As a proximate result of defendants' willful, knowing, and intentional harass-
13 ment of plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional
14 distress, and mental and physical pain and anguish, all to his damage in a sum according
15 to proof.

16 57. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
17 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-
18 able attorneys' fees and costs (including expert costs) in an amount according to proof.

19 58. Defendants' harassment was committed intentionally, in a malicious, fraudu-
20 lent, and/or oppressive manner, and this entitles plaintiff to punitive damages against
21 defendants.

22

SIXTH CAUSE OF ACTION

23

24 (Retaliation for Engaging in Protected Activity

25 (Government Code § 12900, *et seq.*)—Against

26 Defendants Amazon, Amazon Services, Amazon LAX5,

27 Amazon LGB6, Golden State, and Does 1 to 100, Inclusive)

28 59. The allegations set forth in the preceding paragraphs are re-alleged and incorpo-

1 rated herein by reference.

2 60. At all times herein mentioned, FEHA, Government Code section 12940, *et seq.*,
 3 was in full force and effect and was binding on defendants. This statute requires defen-
 4 dants to refrain from retaliating against any employee for making complaints of or
 5 opposing discrimination, harassment, or retaliation or otherwise engaging in activity
 6 protected by FEHA, including for seeking to exercise rights guaranteed under FEHA
 7 and/or for assisting or participating in an investigation, opposing defendants' failure to
 8 provide rights, including the right to assist or participate in an investigation, or opposing
 9 defendants' failure to provide rights, including the right to complain and the right to
 10 assist in a lawsuit, and the right to be free of retaliation, in violation of Government
 11 Code section 12940(h).

12 61. Plaintiff's seeking to exercise rights guaranteed under FEHA and/or opposing
 13 defendants' failure to provide such rights, including the right to be free of discrimination,
 14 harassment, and retaliation in violation of Government Code section 12940(h), were sub-
 15 stantial motivating reasons for defendants' decision to terminate plaintiff's employment,
 16 not to retain, hire, or otherwise employ plaintiff in any position, and/or to take other
 17 adverse employment actions against plaintiff, including refusing to rehire plaintiff in
 18 September of 2022 for discriminatory and retaliatory reasons, specifically because of his
 19 veteran status, military history, and disabilities.

20 62. As a proximate result of defendants' willful, knowing, and intentional retalia-
 21 tion against plaintiff, plaintiff has sustained and continues to sustain substantial losses of
 22 earnings and other employment benefits.

23 63. As a proximate result of defendants' willful, knowing, and intentional retalia-
 24 tion against plaintiff, plaintiff has suffered and continues to suffer humiliation, emotional
 25 distress, and mental and physical pain and anguish, all to his damage in a sum according
 26 to proof.

27 64. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
 28 Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reason-

able attorneys' fees and costs (including expert costs) in an amount according to proof.

65. Defendants' retaliation was committed intentionally, in a malicious, fraudulent, and/or oppressive manner, and this entitles plaintiff to punitive damages against defendants.

SEVENTH CAUSE OF ACTION

**(Failure to Prevent Discrimination, Harassment, and
Retaliation (Government Code § 12900, *et seq.*)—Against
Defendants Amazon, Amazon Services, Amazon LAX5,
Amazon LGB6, Golden State, and Does 1 to 100, Inclusive)**

66. The allegations set forth in the preceding paragraphs are re-alleged and incorporated herein by reference.

67. At all times herein mentioned, FEHA, Government Code section 12940(k), was in full force and effect and was binding on defendants. This statute states that it is an unlawful employment practice in California for an employer “to fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring.”

68. During the course of plaintiff's employment, defendants failed to prevent their employees from engaging in intentional actions that resulted in plaintiff's being treated less favorably because of his veteran or military status, disability, and/or other protected status and/or because plaintiff engaged in protected activity.

69. Plaintiff believes that he was subjected to discrimination, harassment, and retaliation because of his veteran or military status, disability, and/or other protected status and/or activity. This included defendants' refusal to rehire plaintiff in September of 2022 for discriminatory and retaliatory reasons, specifically because of his veteran status, military history, and disabilities.

70. As a proximate result of defendants' willful, knowing, and intentional misconduct, plaintiff has sustained and continues to sustain substantial losses of earnings and other employment benefits.

71. As a proximate result of defendants' willful, knowing, and intentional misconduct, plaintiff has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a sum according to proof.

72. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees. Pursuant to Government Code section 12965(b), plaintiff is entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

73. Defendants' misconduct was committed intentionally, in a malicious, fraudulent, despicable, and/or oppressive manner, and this entitles plaintiff to punitive damages against defendants.

EIGHTH CAUSE OF ACTION

**(Whistle-Blower Retaliation (Labor Code § 1102.5,
et seq.)—Against Defendants Amazon, Amazon Services,
Amazon IAX5, Amazon LGB6, Golden State, and Does 1 to
100, Inclusive)**

74. The allegations set forth in the preceding paragraphs are re-alleged and incorporated herein by reference.

75. At all relevant times, Labor Code section 1102.5 was in effect and was binding on defendants. This statute prohibits defendants from retaliating against any employee, including plaintiff, for actually raising complaints of potential illegality, for providing information about such potential illegality, because the employee is believed to have engaged in such conduct, or because the employee may engage in such conduct. The statute further prohibits defendants from retaliating against any employee, including plaintiff, because the employee refused to participate in activity that would result in a violation of the law.

76. Plaintiff raised complaints of actual and/or potential illegality, including complaints about violations of FEHA, Government Code section 12900, *et seq.*, and/or the California Constitution, while he worked for defendants, and defendants retaliated

1 against him by taking adverse employment actions, including employment termination
2 and refusal to rehire, against him.

3 77. As a proximate result of defendants' willful, knowing, and intentional violations
4 of Labor Code section 1102.5, plaintiff has suffered and continues to suffer humiliation,
5 emotional distress, and mental and physical pain and anguish, all to his damage in
6 a sum according to proof.

7 78. As a result of defendants' adverse employment actions against plaintiff, plaintiff
8 has suffered general and special damages in sums according to proof.

9 79. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
10 and/or oppressive manner, and this entitles plaintiff to punitive damages against
11 defendants.

12

13 **NINTH CAUSE OF ACTION**

14 **(Wrongful Termination of Employment in**

15 **Violation of Public Policy (*Tamency v. Atlantic Richfield Co.***

16 **(1980) 27 Cal.3d 167)—Against Defendants Amazon,**

17 **Amazon Services, Amazon LGB6, Golden State,**

18 **and Does 1 to 100, Inclusive)**

19 80. The allegations set forth in the preceding paragraphs are re-alleged and incorporated
20 herein by reference.

21 81. Defendants terminated plaintiff's employment in violation of various fundamental
22 public policies underlying both state and federal laws. Specifically, plaintiff's
23 employment was terminated in part because of his protected status (*i.e.*, veteran or
24 military status, disability, and/or protected activity). These actions were in violation of
25 FEHA, the California Constitution, and California Labor Code section 1102.5.

26 82. As a proximate result of defendants' wrongful termination of plaintiff's employment
27 in violation of fundamental public policies, plaintiff has suffered and continues to suffer
28 humiliation, emotional distress, and mental and physical pain and anguish, all to

1 his damage in a sum according to proof.

2 83. As a result of defendants' wrongful termination of his employment, plaintiff has
3 suffered general and special damages in sums according to proof.

4 84. Defendants' wrongful termination of plaintiff's employment was done intention-
5 ally, in a malicious, fraudulent, and/or oppressive manner, and this entitles plaintiff
6 to punitive damages.

7 85. Plaintiff has incurred and continues to incur legal expenses and attorneys' fees.
8 Pursuant to Code of Civil Procedure sections 1021.5 and 1032, *et seq.*, plaintiff is enti-
9 tled to recover reasonable attorneys' fees and costs in an amount according to proof.

10
11 **TENTH CAUSE OF ACTION**

12 **(Intentional Infliction of Emotional Distress**

13 **(*Hughes v. Pair* (2009) 46 Cal.4th 1035)—Against
14 All Defendants and Does 1 to 100, Inclusive)**

15 86. The allegations set forth in the preceding paragraphs are re-alleged and incorpo-
16 rated herein by reference.

17 87. Defendants' discriminatory, harassing, and retaliatory actions against plaintiff
18 constituted severe and outrageous misconduct and caused plaintiff extreme emotional
19 distress. Defendants were aware that treating plaintiff in the manner alleged above,
20 including depriving plaintiff of his livelihood while he was suffering from an actual,
21 perceived, and/or history of disability, would devastate plaintiff and cause him extreme
22 hardship.

23 88. As a proximate result of defendants' extreme and outrageous conduct, plaintiff
24 has suffered and continues to suffer severe emotional distress. Plaintiff has sustained
25 and continues to sustain substantial losses of earnings and other employment benefits as
26 a result of being emotionally distressed.

27 89. As a proximate result of defendants' extreme and outrageous conduct, plaintiff
28 has suffered and continues to suffer humiliation, emotional distress, and mental and

1 physical pain and anguish, all to his damage in a sum according to proof.

2 90. Defendants' misconduct was committed intentionally, in a malicious, fraudulent,
3 and/or oppressive manner, and this entitles plaintiff to punitive damages.

4

5 **PRAYER**

6 WHEREFORE, plaintiff, Michael John Ventrone, prays for judgment against de-
7 fendants as follows:

8 1. For general and special damages according to proof;
9 2. For exemplary damages according to proof;
10 3. For pre-judgment and post-judgment interest on all damages awarded;
11 4. For reasonable attorneys' fees;
12 5. For costs of suit incurred;
13 6. For declaratory relief;
14 7. For such other and further relief as the Court may deem just and proper.

15 ADDITIONALLY, plaintiff, Michael John Ventrone, demands trial of this matter
16 by jury. The amount demanded exceeds \$25,000.00 (Government Code § 72055).

17 Dated: September 19, 2022

SHEGERIAN & ASSOCIATES, INC.

20 By: 
21 Carney R. Shegerian, Esq.

22 Attorneys for Plaintiff,
23 MICHAEL JOHN VENTRONE

EXHIBIT 1



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

KEVIN KISH, DIRECTOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

Carney Shegerian
11520 San Vicente Boulevard
Los Angeles, CA 90049

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202209-18265117
Right to Sue: Ventrone / Amazon Com Services LLC et al.

Dear Carney Shegerian:

Attached is a copy of your **amended** complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You or your client must serve the complaint.

The amended complaint is deemed to have the same filing date of the original complaint. This is not a new Right to Sue letter. The original Notice of Case Closure and Right to Sue issued in this case remains the only such notice provided by the DFEH. (Cal. Code Regs., tit. 2, § 10022.)

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Michael Ventrone

DFEH No. 202209-18265117

Complainant,

vs.

Amazon Com Services LLC
20901 Krameria Avenue
Riverside, CA 92508

Amazon.com Services LLC
6400 Valley View Street
Buena Park, CA 90602

Amazon.com, Inc.
20901 Krameria Avenue
Riverside, CA 92508

Amazon.com, Inc.
6400 Valley View Street
Buena Park, CA 90602

Amazon Com Services LLC
6400 Valley View Street
Buena Park, CA 90602

Amazon LGB6
20901 Krameria Avenue
Riverside, CA 92508

Amazon LGB6
6400 Valley View Street
Buena Park, CA 90602

Amazon
20901 Krameria Avenue
Riverside, CA 92508

Golden State FC, LLC

1 20901 Krameria Avenue
2 Riverside, CA 92508

3 Golden State FC, LLC
4 6400 Valley View Street
5 Buena Park, CA 90602

6 Amazon
7 6400 Valley View Street
8 Buena Park, CA 90602

9 Amazon.com
10 20901 Krameria Avenue
11 Riverside, CA 92508

12 Amazon.com
13 6400 Valley View Street
14 Buena Park, CA 90602

15 Amazon com Services, Inc.
16 20901 Krameria Avenue
17 Riverside, CA 92508

18 Amazon com Services, Inc.
19 6400 Valley View Street
20 Buena Park, CA 90602

21 Amazon LAX5
22 6400 Valley View Street
23 Buena Park, CA 90602

24 Leslie Jones
25 20901 Krameria Avenue
26 Riverside, CA 92508

27 Leslie Jones
28 6400 Valley View Street
29 Buena Park, CA 90602

30 Sarah Martinez
31 20901 Krameria Avenue
32 Riverside, CA 92508

33 Sarah Martinez
34 6400 Valley View Street
35 Buena Park, CA 90602

1 Amazon.com Services LLC
2 410 Terry Avenue North
3 Seattle, WA 98109

4 Amazon.com, Inc.
5 410 Terry Avenue North
6 Seattle, WA 98109

7
8 Respondents

9
10 1. Respondent **Amazon Com Services LLC** is an **employer** subject to suit under the California
11 Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

12 2. Complainant is naming **Amazon.com Services LLC** business as Co-Respondent(s).

13 Complainant is naming **Amazon.com, Inc.** business as Co-Respondent(s).

14 Complainant is naming **Amazon.com, Inc.** business as Co-Respondent(s).

15 Complainant is naming **Amazon Com Services LLC** business as Co-Respondent(s).

16 Complainant is naming **Amazon LGB6** business as Co-Respondent(s).

17 Complainant is naming **Amazon LGB6** business as Co-Respondent(s).

18 Complainant is naming **Amazon** business as Co-Respondent(s).

19 Complainant is naming **Golden State FC, LLC** business as Co-Respondent(s).

20 Complainant is naming **Golden State FC, LLC** business as Co-Respondent(s).

21 Complainant is naming **Amazon** business as Co-Respondent(s).

22 Complainant is naming **Amazon.com** business as Co-Respondent(s).

23 Complainant is naming **Amazon com Services, Inc.** business as Co-Respondent(s).

24 Complainant is naming **Amazon com Services, Inc.** business as Co-Respondent(s).

25 Complainant is naming **Amazon LAX5** business as Co-Respondent(s).

26 Complainant is naming **Leslie Jones** individual as Co-Respondent(s).

27 Complainant is naming **Leslie Jones** individual as Co-Respondent(s).

28 Complainant is naming **Sarah Martinez** individual as Co-Respondent(s).

29 Complainant is naming **Sarah Martinez** individual as Co-Respondent(s).

30 Complainant is naming **Amazon.com Services LLC** business as Co-Respondent(s).

31 Complainant is naming **Amazon.com, Inc.** business as Co-Respondent(s).

32 3. Complainant **Michael Ventrone**, resides in the City of **Los Angeles**, State of **CA**.

33 4. Complainant alleges that on or about **December 23, 2021**, respondent took the
34 following adverse actions:

35 Complainant was harassed because of complainant's disability (physical or mental),
36 military and veteran status, other.

1 **Complainant was discriminated against** because of complainant's disability (physical or
2 mental), military and veteran status, other and as a result of the discrimination was
3 terminated, denied hire or promotion, reprimanded, denied any employment benefit or
privilege, denied reasonable accommodation for a disability, other, denied work
opportunities or assignments.

4
5 **Complainant experienced retaliation** because complainant reported or resisted any form
of discrimination or harassment and as a result was terminated, denied hire or promotion,
reprimanded, denied any employment benefit or privilege, denied reasonable
accommodation for a disability, other, denied work opportunities or assignments.

7
8 **Additional Complaint Details:** The facts include but are not limited to discrimination,
harassment, and retaliation from management and coworkers on the basis of the following
9 protected categories, which include but are not limited to: disability (physical or mental),
military and veteran status, and other. That, among other things, formed the underlying
10 basis for complainant's termination and/or subjected complainant to additional adverse
employment action.

11 Additional harms include but are not limited to failure to prevent discrimination, harassment,
12 and/or retaliation, denied a work environment free of harassment, discrimination and/or
13 retaliation, failure to engage in a good faith interactive process, failure to offer reasonable
accommodations and retaliation for engaging in protected activity.

1 VERIFICATION

2 I, **Iris Salem**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On September 16, 2022, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

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Los Angeles, California

-5-

Complaint – DFEH No. 202209-18265117

Date Filed: September 16, 2022

Date Amended: September 16, 2022



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

KEVIN KISH, DIRECTOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

Carney Shegerian
11520 San Vicente Boulevard
Los Angeles, CA 90049

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202209-18265117
Right to Sue: Ventrone / Amazon Com Services LLC et al.

Dear Carney Shegerian:

Attached is a copy of your **amended** complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You or your client must serve the complaint.

The amended complaint is deemed to have the same filing date of the original complaint. This is not a new Right to Sue letter. The original Notice of Case Closure and Right to Sue issued in this case remains the only such notice provided by the DFEH. (Cal. Code Regs., tit. 2, § 10022.)

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Michael Ventrone

DFEH No. 202209-18265117

Complainant,

vs.

Amazon Com Services LLC
20901 Krameria Avenue
Riverside, CA 92508

Amazon.com Services LLC
6400 Valley View Street
Buena Park, CA 90602

Amazon.com, Inc.
20901 Krameria Avenue
Riverside, CA 92508

Amazon.com, Inc.
6400 Valley View Street
Buena Park, CA 90602

Amazon Com Services LLC
6400 Valley View Street
Buena Park, CA 90602

Amazon LGB6
20901 Krameria Avenue
Riverside, CA 92508

Amazon LGB6
6400 Valley View Street
Buena Park, CA 90602

Amazon
20901 Krameria Avenue
Riverside, CA 92508

Golden State FC, LLC

1 20901 Krameria Avenue
2 Riverside, CA 92508

3 Golden State FC, LLC
4 6400 Valley View Street
5 Buena Park, CA 90602

6 Amazon
7 6400 Valley View Street
8 Buena Park, CA 90602

9 Amazon.com
10 20901 Krameria Avenue
11 Riverside, CA 92508

12 Amazon.com
13 6400 Valley View Street
14 Buena Park, CA 90602

15 Amazon com Services, Inc.
16 20901 Krameria Avenue
17 Riverside, CA 92508

18 Amazon com Services, Inc.
19 6400 Valley View Street
20 Buena Park, CA 90602

21 Amazon LAX5
22 6400 Valley View Street
23 Buena Park, CA 90602

24 Leslie Jones
25 20901 Krameria Avenue
26 Riverside, CA 92508

27 Leslie Jones
28 6400 Valley View Street
29 Buena Park, CA 90602

30 Sarah Martinez
31 20901 Krameria Avenue
32 Riverside, CA 92508

33 Sarah Martinez
34 6400 Valley View Street
35 Buena Park, CA 90602

1 Amazon.com Services LLC
2 410 Terry Avenue North
3 Seattle, WA 98109

4 Respondents
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7 1. Respondent **Amazon Com Services LLC** is an **employer** subject to suit under the California
8 Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

9 2. Complainant is naming **Amazon.com Services LLC** business as Co-Respondent(s).

10 Complainant is naming **Amazon.com, Inc.** business as Co-Respondent(s).

11 Complainant is naming **Amazon.com, Inc.** business as Co-Respondent(s).

12 Complainant is naming **Amazon Com Services LLC** business as Co-Respondent(s).

13 Complainant is naming **Amazon LGB6** business as Co-Respondent(s).

14 Complainant is naming **Amazon LGB6** business as Co-Respondent(s).

15 Complainant is naming **Amazon** business as Co-Respondent(s).

16 Complainant is naming **Golden State FC, LLC** business as Co-Respondent(s).

17 Complainant is naming **Golden State FC, LLC** business as Co-Respondent(s).

18 Complainant is naming **Amazon** business as Co-Respondent(s).

19 Complainant is naming **Amazon.com** business as Co-Respondent(s).

20 Complainant is naming **Amazon.com** business as Co-Respondent(s).

21 Complainant is naming **Amazon com Services, Inc.** business as Co-Respondent(s).

22 Complainant is naming **Amazon com Services, Inc.** business as Co-Respondent(s).

23 Complainant is naming **Amazon LAX5** business as Co-Respondent(s).

24 Complainant is naming **Leslie Jones** individual as Co-Respondent(s).

25 Complainant is naming **Leslie Jones** individual as Co-Respondent(s).

26 Complainant is naming **Sarah Martinez** individual as Co-Respondent(s).

27 Complainant is naming **Sarah Martinez** individual as Co-Respondent(s).

28 Complainant is naming **Amazon.com Services LLC** business as Co-Respondent(s).

29 3. Complainant **Michael Ventrone**, resides in the City of **Los Angeles**, State of **CA**.

30 4. Complainant alleges that on or about **December 23, 2021**, respondent took the
31 following adverse actions:

32 Complainant was harassed because of complainant's disability (physical or mental),
33 military and veteran status, other.

34 Complainant was discriminated against because of complainant's disability (physical or
35 mental), military and veteran status, other and as a result of the discrimination was

1 terminated, denied hire or promotion, reprimanded, denied any employment benefit or
2 privilege, denied reasonable accommodation for a disability, other, denied work
opportunities or assignments.

3 **Complainant experienced retaliation** because complainant reported or resisted any form
4 of discrimination or harassment and as a result was terminated, denied hire or promotion,
reprimanded, denied any employment benefit or privilege, denied reasonable
5 accommodation for a disability, other, denied work opportunities or assignments.

6 **Additional Complaint Details:** The facts include but are not limited to discrimination,
7 harassment, and retaliation from management and coworkers on the basis of the following
protected categories, which include but are not limited to: disability (physical or mental),
8 military and veteran status, and other. That, among other things, formed the underlying
basis for complainant's termination and/or subjected complainant to additional adverse
9 employment action.

10 Additional harms include but are not limited to failure to prevent discrimination, harassment,
and/or retaliation, denied a work environment free of harassment, discrimination and/or
11 retaliation, failure to engage in a good faith interactive process, failure to offer reasonable
accommodations and retaliation for engaging in protected activity.

1 VERIFICATION

2 I, **Iris Salem**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On September 16, 2022, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

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Los Angeles, California

-5-

Complaint – DFEH No. 202209-18265117

Date Filed: September 16, 2022

Date Amended: September 16, 2022



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

KEVIN KISH, DIRECTOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

September 16, 2022

Carney Shegerian
11520 San Vicente Boulevard
Los Angeles, CA 90049

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202209-18265117
Right to Sue: Ventrone / Amazon Com Services LLC et al.

Dear Carney Shegerian:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

KEVIN KISH, DIRECTOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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September 16, 2022

RE: Notice of Filing of Discrimination Complaint

DFEH Matter Number: 202209-18265117

Right to Sue: Ventrone / Amazon Com Services LLC et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
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Department of Fair Employment and Housing

**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
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September 16, 2022

Michael Ventrone
 c/o 11520 San Vicente Boulevard
 Los Angeles, CA 90049

RE: Notice of Case Closure and Right to Sue
 DFEH Matter Number: 202209-18265117
 Right to Sue: Ventrone / Amazon Com Services LLC et al.

Dear Michael Ventrone:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective September 16, 2022 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlinerequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

KEVIN KISH, DIRECTOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Michael Ventrone

DFEH No. 202209-18265117

Complainant,

vs.

Amazon Com Services LLC
20901 Krameria Avenue
Riverside, CA 92508

Amazon.com Services LLC
P.O. Box 80726
Seattle, WA 98106

Amazon.com, Inc.
20901 Krameria Avenue
Riverside, CA 92508

Amazon.com, Inc.
6400 Valley View Street
Buena Park, CA 90602

Amazon Com Services LLC
6400 Valley View Street
Buena Park, CA 90602

Amazon LGB6
20901 Krameria Avenue
Riverside, CA 92508

Amazon LGB6
6400 Valley View Street
Buena Park, CA 90602

Amazon
20901 Krameria Avenue
Riverside, CA 92508

Golden State FC, LLC

1 20901 Krameria Avenue
2 Riverside, CA 92508

3 Golden State FC, LLC
4 6400 Valley View Street
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6 Amazon
7 6400 Valley View Street
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10 20901 Krameria Avenue
11 Riverside, CA 92508

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16 20901 Krameria Avenue
17 Riverside, CA 92508

18 Amazon com Services, Inc.
19 6400 Valley View Street
20 Buena Park, CA 90602

21 Amazon LAX5
22 6400 Valley View Street
23 Buena Park, CA 90602

24 Leslie Jones
25 20901 Krameria Avenue
26 Riverside, CA 92508

27 Leslie Jones
28 6400 Valley View Street
29 Buena Park, CA 90602

30 Sarah Martinez
31 20901 Krameria Avenue
32 Riverside, CA 92508

33 Sarah Martinez
34 6400 Valley View Street
35 Buena Park, CA 90602

1 Respondents
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1. Respondent **Amazon Com Services LLC** is an **employer** subject to suit under the California
Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Amazon.com Services LLC** business as Co-Respondent(s).

3. Complainant is naming **Amazon.com, Inc.** business as Co-Respondent(s).

4. Complainant is naming **Amazon.com, Inc.** business as Co-Respondent(s).

5. Complainant is naming **Amazon Com Services LLC** business as Co-Respondent(s).

6. Complainant is naming **Amazon LGB6** business as Co-Respondent(s).

7. Complainant is naming **Amazon LGB6** business as Co-Respondent(s).

8. Complainant is naming **Amazon** business as Co-Respondent(s).

9. Complainant is naming **Golden State FC, LLC** business as Co-Respondent(s).

10. Complainant is naming **Golden State FC, LLC** business as Co-Respondent(s).

11. Complainant is naming **Amazon** business as Co-Respondent(s).

12. Complainant is naming **Amazon.com** business as Co-Respondent(s).

13. Complainant is naming **Amazon.com** business as Co-Respondent(s).

14. Complainant is naming **Amazon com Services, Inc.** business as Co-Respondent(s).

15. Complainant is naming **Amazon com Services, Inc.** business as Co-Respondent(s).

16. Complainant is naming **Amazon LAX5** business as Co-Respondent(s).

17. Complainant is naming **Leslie Jones** individual as Co-Respondent(s).

18. Complainant is naming **Leslie Jones** individual as Co-Respondent(s).

19. Complainant is naming **Sarah Martinez** individual as Co-Respondent(s).

20. Complainant is naming **Sarah Martinez** individual as Co-Respondent(s).

21. 3. Complainant **Michael Ventrone**, resides in the City of **Los Angeles**, State of **CA**.

22. 4. Complainant alleges that on or about **December 23, 2021**, respondent took the
23. following adverse actions:

24. Complainant was harassed because of complainant's disability (physical or mental),
25. military and veteran status, other.

26. Complainant was discriminated against because of complainant's disability (physical or
27. mental), military and veteran status, other and as a result of the discrimination was
28. terminated, denied hire or promotion, reprimanded, denied any employment benefit or

1 privilege, denied reasonable accommodation for a disability, other, denied work
2 opportunities or assignments.

3 **Complainant experienced retaliation** because complainant reported or resisted any form
4 of discrimination or harassment and as a result was terminated, denied hire or promotion,
5 reprimanded, denied any employment benefit or privilege, denied reasonable
6 accommodation for a disability, other, denied work opportunities or assignments.

7 **Additional Complaint Details:** The facts include but are not limited to discrimination,
8 harassment, and retaliation from management and coworkers on the basis of the following
9 protected categories, which include but are not limited to: disability (physical or mental),
10 military and veteran status, and other. That, among other things, formed the underlying
11 basis for complainant's termination and/or subjected complainant to additional adverse
12 employment action.

13 Additional harms include but are not limited to failure to prevent discrimination, harassment,
14 and/or retaliation, denied a work environment free of harassment, discrimination and/or
15 retaliation, failure to engage in a good faith interactive process, failure to offer reasonable
16 accommodations and retaliation for engaging in protected activity.

1 VERIFICATION

2 I, **Bianca Adame**, am the **Other** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The same is true of my own
4 knowledge, except as to those matters which are therein alleged on information and
belief, and as to those matters, I believe it to be true.

5 On September 16, 2022, I declare under penalty of perjury under the laws of the State
6 of California that the foregoing is true and correct.

7 **Los Angeles, California**